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## FREELANCE CREW DEAL MEMO

PRODUCTION COMPANY: Imagos Softworks

FILM TITLE: Starr Mazer

START DATE: 03/01/2015

POSITION: Music Director

FREELANCE CONTRACTOR NAME: Alex Mauer

ADDRESS: 1142 Taylorsville Rd. Washington Crossing, PA 18977

PHONE: 215-605-4747

EMAIL: alex@imagossoftworks.com

SOCIAL SECURITY / FED I.D. NUMBER: ██████████

EMERGENCY CONTACT: \_\_\_\_\_

*(Items below to be completed by production company only)*

COMPENSATION: \$40,000 (all in; see terms)

RENTALS: \_\_\_\_\_

SCREEN CREDIT: Music Director

OTHER TERMS: 26 Bi-Weekly payments of \$1500; 27th Payment of \$1000 for a total of \$40,000.

First payment by Friday March 15th, 2015. Payment covers 40/hrs/week for 54 weeks.

TERMS AND CONDITIONS OF EMPLOYMENT

A handwritten signature in blue ink, appearing to read "AM", followed by the date "3-9-15".

**SERVICES:** Contractor shall render services hereunder from the Start Date, which are usual and customary of the services required of a person employed in this capacity in the film industry, and shall render such services exclusively to Production Company thereafter through the completion of Contractor's services as determined by Production Company. Contractor's services in the position stated above shall be rendered to the best of Contractor's ability and as Production Company directs in its sole discretion, including, without limitation, all matters of taste and judgment.

**RISK:** Contractor hereby understands that the Production Company can see no risk presently, and that the Contractor takes full responsibility for his or her involvement in the Production and the risks that it may entail (be they legal, physical or mental).

**RENTALS:** Contractor's kit rental and equipment is the sole responsibility of Contractor. Production Company assumes no responsibility for Contractor's kit/equipment. Any rentals from Contractor must be approved by Company and must be documented at the time of hire with a rental agreement.

**PAYMENT:** In full consideration of Contractor fully performing his/her obligations under this agreement, Production Company agrees to compensate the Contractor at the rate listed above. Contractor will provide hours/days of work completed and submitted to Production Company and Payroll Company with forms provided. Compensation will be made to the Contractor upon completion of the timecard or sent invoice. Continuation of services payment, including all scheduling beyond that which is guaranteed as well as overtime expenses incurred, will be considered but not guaranteed unless explicitly and specifically agreed upon. Deferred Wages shall be paid to the employee upon completion and sale of the film, only after all vendors are paid in full, all investors are returned their original investment money, and before profits are distributed. Payment is made on a 30-day pay cycle.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA):** Employment (or the engagement of services) hereunder is subject to Contractor providing the requisite documents required by IRCA and completing and signing the required Form I-9 pursuant to IRCA Section 274a.2. Contractor shall comply with the immigration verification employment eligibility provisions required by law.

**TRANSPORTATION:** Transportation to and from the locations at which Contractor's services are to be rendered in connection with the Production is the Contractor's sole responsibility. If Contractor shall provide his own transportation to and from the locations at which Contractor's services are to be rendered in connection with the Production, and/or if Contractor uses his own vehicle in connection with the Production, then Contractor further agrees that any personal vehicle used will be adequately insured for collision damage, liability damage and property damage belonging to third parties, all in such amounts as are reasonably necessary. Contractor agrees to provide Production Company with proof of insurance and valid driver's license if requested. Contractor hereby indemnify Production Company and Production Company's representatives against any and all liability and claims whatsoever in connection with Contractor's automobile or transportation during the term of this agreement.

**ALCOHOL/DRUGS:** Use of alcohol or drugs during hours of employment will result in Contractor's immediate termination.

**PURCHASES:** All items purchased for the Production, whether directly or indirectly, by the Production Company, shall remain Production Company's property unless otherwise explicitly agreed upon in writing. All purchases and rentals must be Purchase Orders. Purchase Orders must be approved by Production Company or Production Company's representative prior to any financial commitment on behalf of the Production Company unless explicitly agreed upon in writing. All out of pocket expenses incurred in connection with the Production will be reimbursed only to the extent that they are pre-approved by Production Company or Production Company's representative and verified by original receipt. There will be no exceptions. Copies of receipts (pictures are acceptable) are to be emailed to Production Company.

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**PETTY CASH:** If Contractor is given a petty cash float, Contractor is responsible for returning receipts, remaining cash, or a combination thereof upon completion of the job. Contractor authorizes Production Company to deduct from Contractor's final payroll check any outstanding balance in Contractor's petty cash advance fund and any costs of repair or replacement of any equipment assigned to Contractor accrued as a result of Contractor's negligence. The Production Company shall in no circumstances reimburse parking tickets and/or other parking or traffic fines.

**PRODUCTION COMPANY EQUIPMENT:** If Contractor is assigned a walkie-talkie, cell phone, or any other equipment, Contractor shall be responsible for returning same to Production Company in good working order.

**CELL PHONE:** Cellular phone charges will not be reimbursed by the Production Company unless arranged in advance with prior written approval from the Production Company.

**SCREEN CREDIT:** The screen credit, accorded to Contractor hereunder shall be granted and positioned at Producer's discretion. No casual or inadvertent failure to accord such credit, nor any breach of any third party contract with Producer concerning such credit shall be a breach hereof by Production Company.

**TERM:** Unless expressly provided elsewhere in this agreement, Contractor's employment hereunder shall not be for a "run of the show" or for any guaranteed period of employment. Production Company reserves the right to discharge Contractor at any time, subject only to the obligation to pay the balance of any guaranteed compensation due provided that Contractor is not in material breach of its obligations hereunder. Production Company will attempt to notify Contractor a minimum of twenty-four (24) hours in advance of layoff. Use of alcohol or drugs during hours of employment will result in Contractor's immediate termination. This agreement is subject to immediate suspension and/or termination (at Production's election) without further obligation on the part of Production Company in the event of any incapacity or default of Contractor or in the case of any suspension, postponement or interference with the Film's production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason. The expiration or termination of this Deal Memo shall not affect the ownership by Company of the rights granted herein.

**NO WAIVER:** The terms and conditions of this deal memo are binding for Production Company and Contractor and shall not be waived or altered by any method. Any added conditions on the front of this deal memo inconsistent with these conditions of production services shall be null and void.

**WORK FOR HIRE:** Contractor's services will be performed as a specifically ordered or commissioned work made-for-hire, and Production Company shall own all results and proceeds of Contractor's services rendered hereunder in perpetuity to use for all purposes, including without limitation to the exploitation of the Picture or otherwise. This agreement may be assigned to any entity by Producer provided such entity assumes all executor obligations. Contractor may not assign this agreement. Contractor agrees to maintain the secrecy of all Producer's confidential information which comes into Contractor's possession by virtue of Contractor's participation in the Production.

**OWNERSHIP:** There shall be no ownership of control on the part of the Contractor in the Production unless otherwise explicitly expressed in writing.

**AVAILABILITY:** Contractor will advise Production Company of Contractor's whereabouts so that Contractor may be reached at any reasonable hour of the night or day during the term of this deal memo. Contractor warrants that Contractor has not entered into and shall not enter into any agreements to perform work during the term of this agreement which could in any way interfere with the rendering of Contractor's services hereunder. Production Company or Production Company's representative retains the right to terminate this agreement at any time for any reason.

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**PUBLICITY:** Company shall have the right to use Contractor's name, voice, picture and likeness in connection with the Film, the advertising and publicizing thereof, and any promotional films or clips respecting the Film without additional compensation therefore. Contractor shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book, blog or other publicity concerning the Film, the Contractor's or others' services, without Production Company's prior written consent. Admittance of any non-contracted guests to the set is at the sole discretion of the Production Company.

**ENTIRE AGREEMENT:** This deal memo sets forth the entire understanding of the parties regarding the subject matter and may not be amended except by a written instrument signed by the parties. Any added conditions on the front of this deal memo inconsistent with the conditions of employment detailed in the body of this agreement shall be null and void.

**NO OBLIGATION TO PRODUCE:** Production Company will not be obligated to produce or release the Film, or to use the results of Contractor's services.

**ASSIGNMENT:** Production Company shall have the right to transfer or assign its rights and obligations pursuant to this deal memo to any other person, firm, or corporation, and upon such assignment shall be relieved of its obligation to Contractor.

**HOLD HARMLESS:** Contractor shall indemnify and hold Production Company harmless from and against any and all loss, claim, liability, judgment, cost or expense suffered by Production Company for any breach or default of this Deal Memo by Contractor.

**AGE OF MAJORITY:** Contractor hereby certifies that he or she is over eighteen years of age and is competent to contract in his or her own name insofar as the above is concerned. By signing this document I hereby confirm that I have read all of the terms and conditions outlined above and I understand and agree to all of them.

**CONFIDENTIALITY:** Contractor's name and participation may be kept confidential and not associated in any way with the finished video recordings, audio recordings, motion picture filming, photographs and printed material if it is the Contractor's wish. Contractor initials here if he or she wishes to remain anonymous \_\_\_\_.

A waiver of any breach provision shall not be deemed a waiver of any preceding or subsequent breach of the same or any other provision. This agreement contains the full and complete understanding between Producer and Contractor with reference to the within subject matter, supersedes all prior agreements and understandings, written or oral, and cannot be modified except by the written instrument signed by both parties. This agreement is governed by the laws of the State of Washington. This agreement is not valid until signed by Producer.

CONTRACTOR ACCEPTS ALL CONDITIONS OF PRODUCTION SERVICES WORK AS DESCRIBED ABOVE

  
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**AGREED TO AND ACCEPTED:**

**Date:** 03/09/2015

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**CONTRACTOR NAME (PRINTED):** Alex Mauer

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**CONTRACTOR SIGNATURE:**



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**Date:** 03/04/2015

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**PRODUCER NAME (PRINTED):** Josh Gelb

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**PRODUCER SIGNATURE:**

Digitally signed by Joshua Gelb  
DN: cn=Joshua Gelb, o=Imagos Films & Imagos Softworks, ou=Producer, email=joshg@imagoesfilms.com, c=US  
Date: 2015.03.04 14:46:07 -08'00'



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